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February 16, 2022

VIA U.S. MAIL AND EMAIL

Chief Clerk
The Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210
contact@psc.sc.gov

Re: *In re: Sarah Zito, et al. v. Strata Audubon, LLC, et al.*
The Public Service Commission of South Carolina

Dear Chief Clerk of the Public Service Commission of South Carolina,

Enclosed for filing with the Commission please find:

- 1) Complaint;
- 2) Individual Complaint Form of Complainant Sarah Zito;
- 3) Individual Complaint Form of Complainant Mark Shinn;
- 4) Individual Complaint Form of Complainant Alvaro Sarmiento; and
- 5) Individual Complaint Form of Complainant Daniel Bermudez.

Complainants request you serve the enclosed filings on the Defendants Strata Audubon, LLC and Strata Veridian, LLC and request the Commission conduct a hearing on the matters set forth in the Complaint.

To assist you in mailing a copy of the Complaint to the defendants, the South Carolina Secretary of State's records reflect the following registered agents for the defendants:

Strata Audubon, LLC
C/O CT Corporation System

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2 Office Park Court, Suite 103
Columbia, SC 29223

Strata Veridian, LLC
C/O CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

Additionally, the defendants are receiving copies of this letter with the enclosures.

Thank you for your assistance, and please do not hesitate to contact me if you need any additional information or have any questions.

Regards,



Elliotte Quinn
equinn@steinberglawfirm.com
843-871-6522

Cc: (via Certified Mail, return receipt requested)

Strata Audubon, LLC
C/O CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

Strata Veridian, LLC
C/O CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2022-84-WS

IN RE:

SARAH ZITO; ALVARO SARMIENTO,
JR.; MARK SHINN; and DANIEL
BERMUDEZ,

Complainants,

v.

STRATA AUDUBON, LLC and STRATA
VERIDIAN, LLC,

Defendants.

COMPLAINT

Complainants Sarah Zito, Alvaro Sarmiento, Jr., Mark Shinn, and Daniel Bermudez (“Complainants”), by and through their undersigned counsel, complain of Defendants Strata Audubon, LLC (“Strata Audubon”) and Strata Veridian, LLC (“Strata Veridian”), (collectively, “Defendants”), as follows:

PARTIES

1. The address of Strata Audubon’s registered agent is CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.
2. The address of Strata Veridian’s registered agent is CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.
3. Complainants Zito and Sarmiento lease or leased an apartment in and reside or

resided at the “Audubon Park Apartments” located at 1700 Eagle Landing Boulevard in Hanahan in Berkeley County, South Carolina.

4. Strata Audubon owns and leases apartments in the “Audubon Park Apartments” located at 1700 Eagle Landing Boulevard in Hanahan in Berkeley County, South Carolina (the “Audubon Property”).

5. Complainant Shinn leases or leased an apartment in and resides or resided at the “Grove Apartments” located at 315 Birchrun Drive in Spartanburg in Spartanburg County, South Carolina.

6. Complainant Bermudez leases or leased an apartment in and resides or resided at the “Grove Apartments” located at 315 Birchrun Drive in Spartanburg County, South Carolina.

7. Strata Veridian owns and leases apartments in the “Grove Apartments” located 315 Birchrun Drive in Spartanburg in Spartanburg County, South Carolina (the “Veridian Property”).

8. The claims in this action arise from and relate to Defendants’ ownership, leasing, and operation of the Audubon Property and the Veridian Property, including providing tenants with water and sewerage utility services in exchange for compensation at rates other than the rates at which Defendants obtained water and sewerage from others.

FACTUAL BACKGROUND

9. The Audubon Property consists of 13 apartment buildings and more than 250 apartment units.

10. Strata Audubon obtained ownership of the Audubon Property by way of deed dated September 28, 2016, recorded with the Berkeley County Register of Deeds at book 2289 and page 524.

11. Complainants Zito and Sarmiento leased and resided in an apartment unit at the Audubon Property.

12. Strata Audubon entered into leases with Zito and Sarmiento for the apartment unit at 1809 Audubon Drive in Hanahan (the "Audubon Lease"). See Exhibit A attached hereto.

13. Strata Audubon entered into the same Audubon Lease with the other current and former tenants at the Audubon Property.

14. The Audubon Lease includes a "Utility and Services Addendum."

15. The Utility and Services Addendum to the Audubon Lease provides that water and sewerage utilities were and are billed to Zito, Sarmiento, and the other tenants according to an allocation formula rate, also known as a ratio utility billing system.

16. Defendants do not maintain any meter between the point of delivery/outflow of water and sewerage from the utility from which Defendants obtain such services and Defendants' tenants. There are no meters on Defendants' properties determining the actual water and sewerage usage of Defendants' tenants.

17. In the Audubon Lease, the allocation formula rate specified in the Utility and Services Addendum for billing water and sewerage utilities is and was an allocation to the tenants in a particular apartment unit of a portion of the total water and sewerage usage of the entire Audubon Property according to the number of persons residing in that apartment unit as a percentage of the total tenants at the Audubon Property.

18. As set out in the Utility and Services Addendum to the Audubon Lease for each tenant, tenants at the Audubon Property represented that all persons residing in a particular apartment unit were accurately identified in the lease for that unit and that the tenants would

promptly notify Strata Audubon of any change in the number of persons residing in a unit.

19. Zito, Sarmiento, and their minor son were the only persons who resided in their apartment unit during the time in which Zito and Sarmiento leased an apartment unit at the Audubon Property.

20. Zito, Sarmiento, and their minor son were listed on the lease throughout the time in which Zito and Sarmiento leased an apartment unit at the Audubon Property.

21. Other tenants at the Audubon Property have or had additional persons residing in their apartment units who are not listed on their respective leases.

22. Zito informed Strata Audubon's agents on multiple occasions that additional persons were residing in apartments units at the Audubon Property.

23. In response, Strata Audubon's agents stated that they would determine whether any additional persons not listed on a lease were residing in an apartment unit and would issue lease violation notices for any additional persons.

24. Strata Audubon's agents took no action in response to Zito's information and requests.

25. Defendants have taken no action to verify how many persons are residing in each apartment unit at the Audubon Property, whether before or after Zito informed Strata Audubon's agents of additional persons residing in apartment units.

26. The Veridian Property consists of 13 buildings and more than 175 apartment units.

27. Strata Veridian obtained ownership of the Veridian Property by way of deed dated January 30, 2018, recorded with the Spartanburg County Register of Deeds at book 118M and page 347.

28. Complainant Shinn leased and resided in an apartment unit at the Veridian Property.
29. Complainant Bermudez leased and resided in an apartment unit at the Veridian Property.
30. Strata Veridian entered into leases with Shinn and Bermudez for apartment units at the Veridian Property (the "Veridian Lease"). See Exhibit B attached hereto.
31. Strata Veridian entered into the same Veridian Lease with the other current and former tenants at the Veridian Property.
32. The Veridian Lease includes a "Utility and Services Addendum."
33. The Utility and Services Addendum to the Veridian Lease provides that water and sewerage utilities were and are billed to Shinn, Bermudez, and the other tenants according to an allocation formula rate, also known as a ratio utility billing system.
34. In the Veridian Lease, the allocation formula rate specified in the Utility and Services Addendum for billing water and sewerage utilities is and was an allocation to the tenants in a particular apartment unit of a portion of the total water and sewerage usage of the entire Veridian Property according to a combination of the square footage of the apartment unit and the number of persons residing in that apartment unit as a percentage of the total for the Veridian Property.
35. As set out in the Utility and Services Addendum to the Veridian Lease for each tenant, tenants at the Veridian Property represented that all persons residing in a particular apartment unit were accurately identified in the lease for that unit and that the tenants would promptly notify Strata Veridian of any change in the number of persons residing in a unit.
36. Shinn, Bermudez, and persons listed on their respective leases were the only

persons who resided in their respective apartment units during the time in which Shinn and Bermudez leased apartment units at the Veridian Property.

37. Defendants have taken no action to verify how many persons are residing in each apartment unit at the Veridian Property during the time in which Shinn and Bermudez resided at the Veridian Property.

38. Pursuant to Section 58-5-240 of the South Carolina Code and Sections 103-503 and 103-703 of the South Carolina Code of Regulations, public utilities are not permitted to charge rates or fees for water or sewerage not approved by the Public Service Commission of South Carolina (the "Commission").

39. Any rate for water or sewerage charged by a public utility that was not approved by the Commission is an unlawful rate.

40. Defendants have not filed any rate for water or sewerage with the Commission.

41. The Commission has not approved the allocation rate used by Defendants to bill for water and sewerage.

42. Defendants charge new account fees, monthly administrative billing fees, and final bill fees not approved by the Commission.

43. Defendants included in the water and sewer allocation rate and charged Complainants and the other tenants for water and sewer usage in common areas of the Property (*i.e.*, usage not within any particular apartment unit) despite such charges not being approved by the Commission.

FOR A FIRST CLAIM

Finding and Declaration that Defendants are Public Utilities Subject to the Jurisdiction and Regulation of the Commission

44. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

45. Title 58 of the South Carolina Code provides that any entity that furnishes or supplies water or sewerage to the public or a portion of the public is a public utility subject to the jurisdiction and regulation of the Commission.

46. In multiple orders, including Order No. 2003-214 (Docket No. 2001-485-WS) and Order No. 2008-725 (Docket No. 2008-192-WS), the Commission declared that any entity that sells water or provides sewerage for compensation is a public utility including entities that do so through submetering or the allocation version of submetering.

47. The Commission has the power and jurisdiction to supervise and regulate the rates and service of every public utility in South Carolina.

48. Defendants do not charge tenants the actual water and sewerage charges that Defendants pay to a utility for water and sewerage for the properties.

49. Defendants do not merely measure the amount of flow of water and wastewater and provide billing functions.

50. Defendants do not measure the usage of water and sewerage by tenants.

51. Defendants charge tenants for water and sewerage usage using rates different from those Defendants pay to utilities providing water and sewerage to Defendants.

52. Defendants charge administrative fees for water and sewerage in addition to the allocation formula rates that Defendants charge for water and sewerage.

53. Defendants do not merely pass through the costs of water and sewerage to their tenants.

54. Defendants furnish and supply water and sewerage to tenants for compensation.

55. Because Defendants furnish and supply water and sewerage to a portion of the public for compensation, Defendants are public utilities subject to the jurisdiction and regulation of the Commission.

56. Complainants request a finding and declaration that Defendants furnish and supply water and sewerage to a portion of the public for compensation, are public utilities subject to the jurisdiction and regulation of the Commission, and are required to have any rates charged for water and sewerage approved by the Commission prior to charging such rates.

FOR A SECOND CLAIM

Finding and Declaration that Rates Charged by Defendants for Water and Sewerage are Unlawful Because Not Approved by the Commission

57. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

58. Pursuant to Section 58-5-240 of the South Carolina Code and Sections 103-503 and 103-703 of the South Carolina Code of Regulations, Defendants are not permitted to charge any rate for water or sewerage unless the rate was first approved by the Commission.

59. Defendants have neither requested nor received Commission approval of the rates Defendants charge for water and sewerage.

60. Complainants request a finding and declaration that the rates charged by Defendants for water and sewerage are unlawful because not approved by the Commission.

FOR A THIRD CLAIM

Finding and Declaration that Rates Charged by Defendants are Unjust, Unreasonable, and in Violation of Law

61. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

62. Pursuant to Section 58-5-290 of the South Carolina Code, the Commission has the power to find that rates charged by a public utility for water and sewerage are unjust, unreasonable, or in violation of law.

63. The rates charged by Defendants for water and sewerage do not reflect actual usage of water or sewerage.

64. The rates charged by Defendants for water and sewerage are based on an allocation formula using either the number of persons residing in an apartment or a combination of the square footage of an apartment and the number of persons residing in an apartment.

65. The allocation formulas used by Defendants are unjust and unreasonable because the allocation formulas do not accurately calculate, nor even approximate, the actual water and sewerage usage of Defendants' tenants.

66. Under either of Defendants' allocation formulas, a tenant who travels regularly for their occupation, such as a flight attendant or a military servicemember, would be billed the same amount for water and sewerage as a tenant who is present in the apartment using water and sewerage every day, assuming the same number of persons residing in each unit and the same square footage, per the respective allocation formulas.

67. Under either of Defendants' allocation formulas, a tenant who leaves the apartment for a two-week vacation would be billed the same amount for water and sewerage that month as a

tenant who was present in the apartment using water and sewerage every day, assuming the same number of persons residing in each unit and the same square footage, per the respective allocation formulas.

68. Under either of Defendants' allocation formulas, a tenant who has four guests stay with the tenant for a month would be billed the same amount for water and sewerage that month as a tenant who had no guests, assuming the same number of persons residing in each unit and the same square footage, per the respective allocation formulas.

69. Under either of Defendants' allocation formulas, a tenant who undertakes significant efforts to conserve water would be billed the same amount for water and sewerage as a tenant who fails to address leaky plumbing fixtures, takes two showers every day, runs the washing machine and dishwasher daily despite not being full, and engages in other wasteful uses of water and sewerage.

70. The allocation formulas used by Defendants are unjust and unreasonable because water is a limited resource to be conserved and used efficiently under South Carolina law and public policy, *see* S.C. Code Ann. § 48-9-20; S.C. Code Ann. §§ 49-3-40, *et seq.*; S.C. Code Ann. § 49-5-20; S.C. Code Ann. Regs. 103-772, and the allocation formulas used by Defendants cause the wasteful overuse of limited water resources.

71. The allocation formula rates charged by Defendants for water and sewerage are unjust and unreasonable because Defendants included in the water and sewerage allocation rate and charged Complainants and the other tenants for water and sewerage usage in common areas of the Property (*i.e.*, usage not within any particular apartment unit).

72. The allocation formula rates charged by Defendants for water and sewerage are

unjust and unreasonable because tenants cannot verify or determine the accuracy of Defendants' inputs into the allocation formula calculations each month—the total usage at the apartment complex, the total number of tenants, and the amount the landlord paid the area-wide utility for the total usage.

73. The allocation formula rates, including the administrative fees added to the rate determined by the allocation formula, charged by Defendants are in violation of South Carolina law because the rates were not approved by the Commission as required by Section 58-5-240 of the South Carolina Code and Sections 103-503 and 103-703 of the South Carolina Code of Regulations.

74. The allocation formula rates charged by Defendants are in violation of South Carolina law because Defendants' systems have no meters measuring service as required by Regulation 103-720 of the South Carolina Code of Regulations.

75. Complainants request a finding and declaration that the allocation formula rates charged by Defendants for water and sewerage are unjust, unreasonable, and in violation of law.

FOR A FOURTH CLAIM
Refund of Water and Sewerage Charges Collected by Defendants

76. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

77. The Commission has broad authority to correct any misconduct by a public utility, including as set forth in and as shown by Section 58-5-270 of the South Carolina Code and Sections 103-533 and 103-733 of the South Carolina Code of Regulations.

78. The allocation formula rates charged by Defendants are unlawful because not

approved by the Commission.

79. The allocation formula rates are unjust, unreasonable, and unlawful because the rates do not accurately calculate, nor even approximate, the actual water and sewerage usage of Defendants' tenants.

80. Because the rates charged by Defendants are unlawful, unjust, and unreasonable, the charges collected by Defendants for water and sewerage must be refunded to the tenants who paid those charges.

81. Complainants seek the refund to all of Defendants' current and former tenants at the Audubon Property and the Veridian Property of all water and sewerage charges and new account fees, monthly administrative billing fees, and final bill fees collected by Defendants.

FOR A FIFTH CLAIM
Breach of Contract

82. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

83. Defendants entered into the Audubon Lease and Veridian Lease with Complainants and the other tenants at the Audubon Property and Veridian Property.

84. The Audubon Lease provides that water and sewerage are to be billed based on allocation by the number of persons residing in an apartment unit as a percentage of the total persons residing in apartments at the Audubon Property.

85. The Veridian Lease provides that water and sewerage are to be billed based on allocation by the square footage of an apartment unit and the number of persons residing in an apartment unit as a percentage of the total at the Veridian Property.

86. The leases provide that “no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful.”

87. The leases provide that Defendants will calculate the allocation of water and sewerage costs “in accordance with state and local statutes.”

88. Public utilities are not permitted to charge rates for water or sewerage not approved by the Commission.

89. Any rate for water or sewerage charged by a public utility that was not approved by the Commission is an unlawful rate.

90. Defendants have not filed any rate for water or sewerage with the Commission.

91. The Commission has not approved the allocation rate used by Defendants to bill for water and sewerage.

92. Defendants charge new account fees, monthly administrative billing fees, and final bill fees not approved by the Commission.

93. Defendants included in the water and sewerage allocation rate and charged Complainants and the other tenants for water and sewerage usage in common areas of the Property (*i.e.*, usage not within any particular apartment unit) despite such charges not being approved by the Commission.

94. The allocation rate charged by Defendants is an unlawful rate.

95. The allocation rate charged by Defendants was not charged in accordance with state statutes.

96. Even were the allocation rate a lawful rate, Defendants failed to allocate the water and sewerage based on the number of persons residing in each apartment unit at the respective

property as required by the respective lease terms.

97. Defendants had knowledge that the allocated water and sewerage did not accurately allocate the usages because additional persons not listed on leases resided in apartment units at the properties

98. Despite knowledge of the inaccuracy of the allocated water and sewerage, Defendants continued to bill water and sewerage using an inaccurate allocation rate.

99. Defendants took no action to ensure the accuracy of the allocation rate charged.

100. Defendants took no action to correct the inaccuracy of the allocation rate charged.

101. Complainants were damaged by the breaches of the leases in the amount of the unlawful allocation rate water and sewerage bills paid and the new account fees, monthly administrative billing fees, and final bill fees paid.

FOR A SIXTH CLAIM

Violations of South Carolina Residential Landlord and Tenant Act

102. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

103. The South Carolina Residential Landlord and Tenant Act provides that a landlord may not include in a rental agreement terms and conditions prohibited by law.

104. The allocation rate, new account fees, monthly administrative billing fees, and final bill fees provided in the leases for water and sewerage are prohibited by law as a public utility rate not approved by the Commission.

105. Complainants were damaged by the violations of the South Carolina Residential Landlord and Tenant Act in the amount of the unlawful allocation rate water and sewerage bills

paid and the new account fees, monthly administrative billing fees, and final bill fees paid.

FOR A SEVENTH CLAIM

Penalty for Unlawful Water and Sewerage Rates – S.C. Code § 58-5-370

106. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

107. Section 58-5-370 of the South Carolina Code provides that a person or corporation charging a rate for furnishing water to the public or a portion of the public that was not approved by the Commission shall be fined for each time a consumer was overcharged.

108. The allocation formula rate, new account fees, monthly administrative billing fees, and final bill fees charged by Defendants were not approved by the Commission and therefore are greater than any rate fixed by the Commission.

109. Each monthly bill to each tenant at the Audubon Property and the Veridian Property constitutes a separate overcharge of a consumer for water and sewerage.

110. Pursuant to Section 58-5-370 of the South Carolina Code, Defendants are to be fined, and one-half of such fine shall go to Defendants as the informers.

FOR AN EIGHTH CLAIM

Negligence

111. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

112. Defendants owe Complainants and the other current and former tenants at the Audubon Property and the Veridian Property statutory and common law duties.

113. Defendants owe Complainants and the other current and former tenants at the Audubon Property and the Veridian Property the duty to provide water and sewerage only at rates

approved by the Commission.

114. Defendants owe Complainants and the other current and former tenants at the Audubon Property and the Veridian Property the duty to provide water and sewerage at just and reasonable rates.

115. Defendants owe Complainants and the other current and former tenants at the Audubon Property and the Veridian Property the duty to conduct themselves in a reasonable manner as a prudent and reasonable public utility would conduct itself.

116. Defendants owe Complainants and the other current and former tenants at the Audubon Property and the Veridian Property the duty to follow and abide by all applicable statutes and regulations.

117. Defendants breached their statutory and common law duties to Complainants and the other current and former tenants by charging allocation rates, new account fees, monthly administrative billing fees, and final bill fees that were unlawful and that did not accurately and fairly allocate water and sewerage usage among tenants.

118. Defendants' breaches of their statutory and common law duties to Complainants and the other current and former tenants were conscious failures to exercise due care and reckless disregard of the rights of Complainants and the other current and former tenants at the properties.

119. Defendants breached their statutory and common law duties to Complainants and the other current and former tenants at the properties causing damages to Complainants and the other current and former tenants in the amount of the unlawful allocation rate water and sewerage bills paid and the new account fees, monthly administrative billing fees, and final bill fees paid.

120. Complainants are entitled to an award of actual and punitive damages.

FOR A NINTH CLAIM
Unjust Enrichment/Quantum Meruit

121. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

122. Defendants received payments of water and sewerage rates and fees from Complainants and the other current and former tenants to which Defendants were not legally entitled.

123. The water and sewerage rates and fees were not approved by the Commission and therefore cannot be charged to Complainants and other tenants.

124. Complainants and the other current and former tenants at the properties conferred a benefit on Defendants in the form of the payments for water and sewerage rates and fees.

125. Defendants retained the water and sewerage rates and fees payments made by Complainants and the other current and former tenants at the properties.

126. The retention of the water and sewerage rates and fees payments by Defendants is unjust because the water and sewerage rates and fees were illegal rates and fees.

FOR A TENTH CLAIM
South Carolina Unfair Trade Practices Act

127. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

128. Defendants engaged in unfair acts and practices in violation of the South Carolina Unfair Trade Practices Act, S.C. Code §§ 39-5-10, *et seq.*

129. The unfair acts and practices of Defendants include, but are not limited to:

- a. Entering into leases providing for illegal water and sewerage allocation

rates and fees;

- b. Charging illegal water and sewerage allocation rates; and
- c. Charging illegal water and sewerage fees.

130. Defendants' violations of the Unfair Trade Practices Act affect the public interest.

131. Defendants lease apartments to the general public.

132. Defendants' violations of the Unfair Trade Practices Act were repeated and will continue to be repeated.

133. Defendants engaged in a pattern of unfair acts and practices.

134. Defendants engaged in and continue to engage in substantially similar transactions with consumers.

135. Complainants suffered damages as a result of Defendants' unfair acts and practices including the water and sewerage usage fees calculated using the allocation rate, new account fees, monthly administrative billing fees, and final bill fees paid.

136. Defendants' unfair acts and practices proximately caused Complainants' damages.

137. Defendants knew, reasonably should have known, and could have ascertained through the exercise of reasonable efforts that the unfair acts and practices violated the Unfair Trade Practices Act.

138. Defendants' violations of the Unfair Trade Practices Act were knowing or willful.

139. Complainants seek relief under the South Carolina Unfair Trade Practices for themselves individually and not on behalf of a class.

140. Complainants are entitled to an award of treble damages.

141. Complainants are entitled to an award of attorneys' fees, expert fees, costs, and

expenses.

FOR AN ELEVENTH CLAIM
Declaratory Judgment

142. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

143. Pursuant to the Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, *et seq.*, Complainants are entitled to and request a declaratory judgment that:

- a. The allocation formula rate, new account fees, monthly administrative billing fees, and final bill fees charged by Defendants for water and sewerage was and is an unlawful rate not permitted by South Carolina law;
- b. Defendants are and were a public utility required to submit any rate and fees for water and sewerage to the Commission before charging such rate or fee;
- c. Defendants may not charge tenants for water or sewerage through an allocation formula rate or any other rate unless and until such rate is filed with and approved by the Commission; and
- d. Defendants may not charge tenants any new account fee, monthly administrative billing fee, final bill fee, or other fee for water or sewerage until such fee is filed with and approved by the Commission.

FOR A TWELFTH CLAIM
Injunctive Relief

144. Complainants reallege the allegations in the preceding paragraphs as if fully set forth herein.

145. Complainants and the other current and former tenants at the Audubon Property

and the Veridian Property suffered and continue to suffer harm as a result of Defendants' wrongful charging of the allocation formula rate, new account fees, monthly administrative billing fees, and final bill fees for water and sewerage.

146. Complainants and the other current and former tenants at the Audubon Property and the Veridian Property suffered and absent injunctive relief will continue to suffer irreparable harm including, but not limited to, water and sewerage payments made pursuant to an inaccurate and unlawful allocation formula rate and which include unlawful new account fees, monthly administrative billing fees, and final bill fees.

147. Complainants and the other current and former tenants at the Audubon Property and the Veridian Property are entitled to and request a preliminary and permanent injunction requiring Defendants to cease charging for water and sewerage using an allocation formula rate and cease charging new account fees, monthly administrative billing fees, and final bill fees.

WHEREFORE, Complainants request a hearing and pray for the following relief:

- a) a finding and declaration that Defendants furnish and supply water and sewerage to a portion of the public for compensation;
- b) a finding and declaration that Defendants are public utilities subject to the jurisdiction and regulation of the Commission;
- c) a finding and declaration that Defendants are required to have any rates charged for water and sewerage approved by the Commission prior to charging such rates;
- d) a finding and declaration that the rates charged by Defendants for water and sewerage are unlawful because not approved by the Commission;
- e) a finding and declaration that that the allocation formula rates charged by

Defendants for water and sewerage are unjust, unreasonable, and in violation of law;

- f) an order requiring Defendants to refund to Complainants and all of Defendants' other current and former tenants at the Audubon Property and the Veridian Property all water and sewerage charges and new account fees, monthly administrative billing fees, and final bill fees collected by Defendants;
- g) judgment against Defendants for actual, consequential, treble, and punitive damages, attorney's fees,
- h) a declaratory judgment that the allocation formula rate, new account fees, monthly administrative billing fees, and final bill fees charged by Defendants for water and sewerage was and is an unlawful rate not permitted by South Carolina law;
- i) a declaratory judgment that Defendants are and were a public utility required to submit any rate and fees for water and sewerage to the Commission before charging such rate or fee;
- j) a declaratory judgment that Defendants may not charge tenants for water or sewerage through an allocation formula rate or any other rate unless and until such rate is filed with and approved by the Commission;
- k) a declaratory judgment that Defendants may not charge tenants any new account fee, monthly administrative billing fee, final bill fee, or other fee for water or sewerage until such fee is filed with and approved by the Commission;
- l) injunctive relief requiring Defendants to cease charging for water and sewerage using an allocation formula rate and to cease charging new account fees, monthly

administrative billing fees, and final bill fees, and

m) such other and further relief as the Commission deems just and proper.

THE STEINBERG LAW FIRM, L.L.P.
P.O. Box 2670
Summerville, SC 29484
(843) 871-6522 - office
(843) 871-8565 - facsimile

By: 

F. Elliotte Quinn IV
S.C. Bar No.: 100450
equinn@steinberglawfirm.com

Rachel Igdal
S.C. Bar No.: 102744
rigdal@steinberglawfirm.com

Attorneys for Complainants

February 16, 2022

Summerville, South Carolina

Exhibit A



APARTMENT LEASE CONTRACT



Date of Lease Contract: May 8, 2019
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving in — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

Alvaro Sarmiento Jr, Sarah Zito

and us, the owner: Strata Audubon, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 1809 at 1809

Audubon Dr (street address) in Hanahan

(city), South Carolina, 29410

(zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Carter Sarmiento

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 1st day of August, 2019, and ends at 11:59 p.m. the 31st day of July, 2020.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 35 (Move-Out Notice), which in all cases shall be a minimum of thirty (30) days. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 200.00, due on or before the date this Lease Contract is signed.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 0 other access devices for n/a. Your apartment will be [check one]: ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1167.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager's office, or
☒ at our online payment site, or
☐ at _____

Prorated rent of \$ 1167.00 is due for the remainder of the [check one]: ☒ 1st month or ☐ 2nd month, on August 1, 2019

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 100.00 plus a late charge of \$ 2.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment, which returned check charge shall not exceed \$25.00 for checks \$100.00 or less and \$30.00 for checks over \$100.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or

lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ 25000.00. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. LOCKS AND LATCHES. Any lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed lease form.

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 1167.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 22 (Military Personnel Clause) or 35 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due, to the extent provided by law. We also may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 11 (Early Move-Out) and 31 (Default by Resident) apply to acceleration under this paragraph.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless otherwise required by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Notice of intent to terminate must be in writing and must be received by us at least five (5) days prior to your termination. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, upon at least five (5) days prior written notice to us, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may submit to us a written notice to terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may submit to us written notice to terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

19. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or

- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 22 (Military Personnel Clause), 30 (Responsibilities of Owner), or 35 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

22. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 31 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke-detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable for any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as may be required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. **WE DISCLAIM ALL IMPLIED WARRANTIES.** You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may

change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 27 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

27. WHEN WE MAY ENTER. We (landlord and repairers, servicers, contractors, and other agents) must give you at least 24 hours notice of our intent to enter and may only enter at reasonable times, except in the event of the following:

- (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;
- (2) between the hours of 9 AM to 6 PM for the purpose of providing regularly scheduled periodic services (provided that prior to entering, we announce our intent to enter), such services including: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices, and the like;
- (3) between the hours of 8 AM to 8 PM for the purpose of providing services you request (provided that, prior to entering, we announce our intent to enter to perform services);
- (4) pursuant to court order;
- (5) where you fail to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and you fail to comply as promptly as conditions require in the case of emergency or within fourteen (14) days after written notice from us requesting you to remedy the breach within such time period;
- (6) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- (7) you have abandoned or surrendered the premises.

28. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair

requests, and entry permits) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and any deduction itemizations of multiple residents will comply with paragraph 40 (Deposit Return, Surrender, and Abandonment).

Replacements

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly, in writing, consent to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for

all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 24 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 14 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease as permitted by law.

Eviction. If you default, we have the right to seek ejectment in accordance with applicable law.

IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.

Acceleration. To the extent provided by law, all monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate your tenancy upon written notice to you of nonpayment and intent to terminate your tenancy. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy and lockout fees, as provided under state statute, and attorneys' fees, to the extent allowable by law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

32. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

Cable. Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

Affirmation that You are Not a Criminal Sex Offender. You affirmatively state that you are not a criminal sex offender.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Consent to Solicitation. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector

(hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

33. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

35. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period, and should you attempt to do so, you will still be liable for the entire Lease Contract term if you move out early under paragraph 21 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11, 21, or 22 (Early Move-Out, Release of Resident, or the Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term) even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

36. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 31 (Default by Resident), to the extent provided by law. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must

vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

39. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, including, but not limited to, and if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems;

agreed reletting charges; packing, moving, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 26 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us, to the extent provided by law, for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 31 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

40. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 15 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment, subject to and to the extent provided by law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations (paragraph 31 (Default by Resident)).

Severability, Originals and Attachments, and Signatures

41. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

1700 Eagle Landing Blvd

Hanahan, SC 29410
(843) 569-0055

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

05/08/2019

**You are legally bound by this document.
Read it carefully before signing.**

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2).[illegible]



ANIMAL ADDENDUM

Becomes part of Lease Contract



Date May 8, 2019
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr
(street address) in
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr., Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. SECURITY DEPOSIT. An animal deposit of \$ 0.00 will be charged. We ☒ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract ☒ does, or ☐ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 20.00. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract ☒ includes ☐ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time, non-refundable fee of \$ 400.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaving, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: _____

Type: Dog

Breed: Dachshund

Color: _____

Weight: 14.00 Age: 8

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? ☐

Animal owner's name: _____

Animal's name: _____

Type: Cat

Breed: _____

Color: tabby

Weight: 11.00 Age: 13

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? ☐

Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: ALL PETS MUST BE ON A LEASH. OWNERS ARE RESPONSIBLE FOR PICKING UP AFTER THERE PET. YOU WILL RECEIVE A \$25.00 FINE FOR NON-COMPLIANCE

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____

Address: _____

City/State/Zip: _____

Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter Box
- Outside, the animal may urinate or defecate *only* in these designated areas: Designated Areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you may be liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage, unless otherwise required by law.

16. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. JOINT AND SEVERAL RESPONSIBILITY Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated May 8, 2019 between Strata Audubon, LLC

("We" and/or "we" and/or "us") and Alvaro Sarmiento Jr, Sarah Zito

("You" and/or "you") of Unit No. 1809 located at 1809 Audubon Dr (street address) in Hanahan, SC 29410 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☒ 3rd party billing company if applicable Conservice

b) Sewer service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☒ 3rd party billing company if applicable Conservice

c) Gas service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: n/a
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

d) Trash service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
- ☒ If flat rate is selected, the current flat rate is \$ 12.00 per month.
- ☒ 3rd party billing company if applicable Conservice

e) Electric service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
- ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

f) Stormwater service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

g) Cable TV service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

h) Master Antenna service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

i) Internet service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

j) Pest Control service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☒ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
- ☒ If flat rate is selected, the current flat rate is \$ 3.00 per month.
- ☐ 3rd party billing company if applicable

k) (Other) _____ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable

1) (Other) _____ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 "2" - Calculation of your total water use based on sub-metering of hot water
 "3" - Calculation of your total water use based on sub-metering of cold water
 "4" - Flat rate per month
 "5" - Allocation based on the number of persons residing in your dwelling unit
 "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
 "7" - Allocation based on square footage of your dwelling unit
 "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
 "9" - Allocation based on the number of bedrooms in your dwelling unit
 "10" - Allocation based on a lawful formula not listed here
 (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 30 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>20.00</u>	(not to exceed \$ <u> </u>)
Monthly Administrative Billing Fee:	\$ <u>4.87</u>	(not to exceed \$ <u>9.00</u>)
Late Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>25.00</u>)
Final Bill Fee:	\$ <u>5.00</u>	(not to exceed \$ <u> </u>)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

1. Trash service will be billed by the trash service provider to us and then allocated to you using a flat rate. 2. Fees may be increased during the lease term proportionate with increases in Owner's costs to provide the related utilities. 3. Utility billing methods and the existence or amount of any fees or flat rates may be changed at anytime with a 30 day notice to Residents. 4. Resident represents that all Occupants that will reside in the unit are properly and accurately reflected in the Lease. Resident hereby agrees to immediately notify Landlord of any change in the number of occupants in the apartment.

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____



BED BUG ADDENDUM

Date: May 8, 2019
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr _____
(street address) in
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr., Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you: (Check one)

- ☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- ☒ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and:

(Check one)

- ☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

11. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.





MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr
 _____ (street address) in
Hanahan
 (city), South Carolina, 29410
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
 Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD.

Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

- [illegible]

- If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

May 8, 2019



LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr. _____
_____ (street address) in
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 1167.00
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 0 days after you give us

Resident or Residents
(All residents must sign)

your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ 1167.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Per section 4(f) the buy out fee for your lease is equal to the amount of one (1) month's rent.

Owner or Owner's Representative
(signs below)

Date of Lease Contract

May 8, 2019





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr
Hanahan (street address) in
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **NUMBER AND SIZE.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
4. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
5. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **SECURITY DEPOSIT.** An additional security deposit of \$ 200.00 will be charged. We (check one) ☐ will consider or ☒ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (check one) ☐ does or ☒ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

Owner or Owner's Representative
(signs here)

Date of Lease Contract

May 8, 2019



**LEASE CONTRACT ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr _____ (street address) in _____
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: *(check as applicable)*

- ☐ garage or carport attached to the dwelling;
☒ garage space number(s) _____;
☐ carport space number(s) _____; and/or
☐ storage unit number(s) _____

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. SECURITY DEPOSIT. An additional security deposit of

\$ 0.00 will be charged for the checked areas above. We (*check one*) ☒ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (*check one*) ☒ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent

(as stated in the Lease Contract) will be increased by \$ 55.00. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract (check one) ☐ includes ☐ does not include this additional rent.

6. USE RESTRICTIONS. Garage or carport may be used only

for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

7. NO DANGEROUS ITEMS. Items that pose an environmental

hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container).

fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.

No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished,

you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. SECURITY. Always remember to lock any door of a garage

or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.

You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. COMPLIANCE. As allowed by law, we may periodically

open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.

Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. MOVE-OUT AND REMEDIES. Any items remaining after

you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

15. SPECIAL PROVISIONS. The following special provisions

control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

May 8, 2019



12. SPECIAL PROVISIONS. The following provisions will supersede any conflicting provisions of the Lease Contract and this addendum.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Owner or Owner's Representative
(signs here)

[illegible]

May 8, 2019



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Strata Audubon, LLC

Resident(s): Alvaro Sarmiento Jr, Sarah Zito

Unit No./Address: #1809, 1809 Audubon Dr

Lease Date: 05/08/2019

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable as permitted by law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) 2569 (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ DOES; ☐ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 2 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 20 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII.SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV.WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Grilling is not allowed except for in property designated areas. Residents are not allowed to store any grill (charcoal, electric or gas) in their unit, on the patio/balcony or in the breezeway areas.

I have read, understand and agree to comply with the preceding provisions.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner Representative		_____ Date	





**LEASE ADDENDUM FOR RENT CONCESSION
OR OTHER RENT DISCOUNT**



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon Dr

____ (street address) in _____

Hanahan
(city), South Carolina, **29410** (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019

Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

(Check all that apply)

- ☐ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ _____. This Concession will be credited to your rent due for the month(s) of: _____.

- ☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$_____ per month off of the suggested rental rate for your dwelling.

- ☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

Resident or Residents
(All residents must sign)

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all *(Check all that apply)*

- ☐ Concessions
- ☐ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT. The market rent for this dwelling is the

rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Owner or Owner's Representative
(signs here)

Date of Lease Contract

May 8, 2019





LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr _____
_____ (street address) in
Sanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☐ Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.
- ☐ Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- ☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☐ If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We may not be liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.



NO-SMOKING ADDENDUM

Date: May 8, 2019
(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr
Hanahan (street address) in
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☐ is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

Resident or Residents
(All residents must sign here)

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative
(Sign here)



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr. _____
_____ (street address) in
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum



ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr
 _____ (street address) in
Hanahan
 (city), South Carolina, 29410
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

Resident or Residents
(All residents must sign)

or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1809, 1809 Audubon
Dr _____
_____ (street address) in _____
Hanahan
(city), South Carolina, 29410
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 8, 2019
Owner's name: Strata Audubon, LLC

Residents (list all residents):

Alvaro Sarmiento Jr, Sarah Zito

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. **TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents
(All residents must sign)

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. To the maximum extent permitted by law, you, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. To the maximum extent permitted by law, you also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. To the maximum extent permitted by law, you also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

This document is digitally signed using RENTCafe eSignature services. Document ID: 957498

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum



Lease Indemnification Addendum[®]

This is an addendum to your Lease Contract for apartment number 1809 in the Audubon Park
 _____ (Name of Community/Apartments) in
Hanahan SC (City/State) (the "Apartment Community") between
Strata Audubon, LLC
 ("Owner") and Alvaro Sarmiento Jr, Sarah Zito
 ("Resident").

Indemnity Obligation. You shall indemnify us and hold us harmless for accidental damages to your dwelling or the Apartment Community. ("Indemnity Obligation")

Insurance Requirements. During the Term of the Lease Contract and any subsequent renewal terms, you shall be required to maintain "Qualified Renter Liability Insurance" (as defined below) or to participate in the Community Indemnity Shield program for a monthly fee of \$9.00 (the "Fee"). (Fee is not pro-rated). **You will automatically be enrolled in the Community Indemnity Shield program for \$9 per month, unless and until evidence of Qualified Renter Liability Insurance is received and approved.** Qualified Renter Liability Insurance must be uploaded to the Community Indemnity Shield website through an account established by resident. Once your evidence of Qualified Renter Liability Insurance is received and approved from the insurance company of your choosing listed below that is licensed to do business in this state, charges for the Fees would end, and a pro-rata credit for the balance of the current month would be given. No credits of Fees are issued for any period of time in which Qualified Renters Liability Insurance was not submitted and approved. You will provide additional proof of insurance in the future at our request.

(See Community Indemnity Shield brochure for additional details.)

Benefits of Community Indemnity Shield Program. Residents who elect to stay in the Community Indemnity Shield program are responsible for the first \$200 in damages but will be released financially from their "Indemnity Obligation" set forth above, up to \$100,000, for accidental damage caused by you (the Resident) or your guests that exceeds \$200 and originates from fire, water or smoke. **The Community Indemnity Shield program is NOT insurance and DOES NOT provide insurance coverage or protection for your personal property, personal liability or any other claim or loss made by third parties, including by other residents.**

Qualified Renter Liability Insurance Policy Requirements. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), 1) in a minimum policy coverage amount of \$100,000, from a carrier with an AM Best rating of A-VII or better, licensed to do business in this state; 2) your name(s) (roommates must be listed as additional insured or provide separate policy); 3) Policy start and end dates; 4) Policy number; and 5) The following must be listed on the policy as an "additional interest", "interested party" or "certificate holder"; "Community Indemnity Shield (your Apartment Community name) 4370 La Jolla Village Drive, Suite 960 San Diego, CA 92122 and [NAME OF OWNER, ADDRESS]. The carrier is required to provide notice to us and Community Indemnity Shield, LLC within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. We are not responsible to any resident, guest, or occupant for damage or loss of

personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited / uninvited guests or vandalism unless otherwise required by law. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy which satisfies the Qualified Renter Liability Insurance Policy Requirements set forth above, which requirement may be satisfied by your participation and enrollment in the Community Indemnity Shield program. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements of the Lease Contract and this Addendum, at your sole expense. All residents (including participants in the Community Indemnity Shield Program) are urged to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Default. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

Miscellaneous. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

I acknowledge I have read and understand the information set forth in this form. I also acknowledge and understand the following:

- The Community Indemnity Shield program is NOT insurance and DOES NOT provide insurance coverage or protection for your personal property, personal liability or any other claim or loss made by third parties, including by other residents.
- I am not a co-insured on the Owner's insurance policy. The Owner carries insurance for its own protection.
- You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

Dated and effective as of: 05/08/2019

Resident(s) signature

Resident(s) signature

Owner's Representative signature

The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Role	Signature	Initials	Date Signed
Alvaro Sarmiento Jr Email ID: asarmientojr90@gmail.com	Resident	<i>Alvaro Sarmiento Jr</i>	<i>AS</i>	05/13/2019
Sarah Zito Email ID: sarahzito@ymail.com	Resident	<i>Sarah B Zito</i>	<i>SZ</i>	07/17/2019
Site Manager	Manager			

Exhibit B



APARTMENT LEASE CONTRACT



Date of Lease Contract: November 20, 2019
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

Mark Shinn, Johanna Shinn

and us, the owner: Strata Veridian LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 445-0304, at 445

Aspen Creek Drive Apt 0304

(street address) in

Spartanburg

(city), South Carolina, 29301

(zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 7th day of November, 2019, and ends at 11:59 p.m. the 6th day of November, 2020.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 35 (Move-Out Notice), which in all cases shall be a minimum of thirty (30) days. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 200.00, due on or before the date this Lease Contract is signed.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 1 other access devices for Amenities. Your apartment will be [check one]: ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 907.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at Electronic Money Order Location

Prorated rent of \$ 725.60 is due for the remainder of the [check one]: ☒ 1st month or ☐ 2nd month, on

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 100.00 plus a late charge of \$ _____ per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment, which returned check charge shall not exceed \$25.00 for checks \$100.00 or less and \$30.00 for checks over \$100.00. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or

lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ 100000.00. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed lease form.

If rent/utilities and applicable fees are not received by the 10th of each month a dispossession/eviction warrant will be filed and additional fees will apply.

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 0.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 22 (Military Personnel Clause) or 35 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge represents our estimated actual damages we anticipate to be incurred as a result of any of these occurrences and is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our actual damages that we anticipate to be incurred as a result of the occurrence of any of the foregoing (1) through (4), that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

9. LOCKS AND LATCHES. Any lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due, to the extent provided by law. We also may end your right of occupancy and recover actual damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, to the extent provided by law. Our rights and remedies under paragraphs 11 (Early Move-Out) and 31 (Default by Resident) apply to acceleration under this paragraph.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless otherwise required by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Notice of intent to terminate must be in writing and must be received by us at least five (5) days prior to your termination. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, upon at least five (5) days prior written notice to us, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may submit to us a written notice to terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may submit to us written notice to terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

19. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or

- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 22 (Military Personnel Clause), 30 (Responsibilities of Owner), or 35 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

22. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 31 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke-detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable for any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as may be required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. **WE DISCLAIM ALL IMPLIED WARRANTIES.** You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may

change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 27 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

27. WHEN WE MAY ENTER. We (landlord and repairers, servicers, contractors, and other agents) must give you at least 24 hours notice of our intent to enter and may only enter at reasonable times, except in the event of the following:

- (1) at any time in case of emergency, including prospective changes in weather conditions which pose a likelihood of danger to the property;
- (2) between the hours of 9 AM to 6 PM for the purpose of providing regularly scheduled periodic services (provided that prior to entering, we announce our intent to enter), such services including: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices, and the like;
- (3) between the hours of 8 AM to 8 PM for the purpose of providing services you request (provided that, prior to entering, we announce our intent to enter to perform services);
- (4) pursuant to court order;
- (5) where you fail to maintain the premises in a condition materially affecting health and safety if such noncompliance can be remedied by repair and you fail to comply as promptly as conditions require in the case of emergency or within fourteen (14) days after written notice from us requesting you to remedy the breach within such time period;
- (6) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or
- (7) you have abandoned or surrendered the premises.

28. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair

requests, and entry permits) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and any deduction itemizations of multiple residents will comply with paragraph 40 (Deposit Return, Surrender, and Abandonment).

Replacements

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly, in writing, consent to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for

all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 24 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 14 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease as permitted by law.

Eviction. If you default, we have the right to seek ejectment in accordance with applicable law.

IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.

Acceleration. To the extent provided by law, all monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate your tenancy upon written notice to you of nonpayment and intent to terminate your tenancy. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including termination of your tenancy and lockout fees, as provided under state statute, and attorneys' fees, to the extent allowable by law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

32. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

Cable. Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

Affirmation that You are Not a Criminal Sex Offender. You affirmatively state that you are not a criminal sex offender.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Consent to Solicitation. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector

(hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

33. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

35. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period, and should you attempt to do so, you will still be liable for the entire Lease Contract term if you move out early under paragraph 21 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11, 21, or 22 (Early Move-Out, Release of Resident, or the Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term) even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

36. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 31 (Default by Resident), to the extent provided by law. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must

vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

39. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, including, but not limited to, and if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems;

agreed reletting charges; packing, moving, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 26 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us, to the extent provided by law, for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 31 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

40.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Severability, Originals and Attachments, and Signatures

41. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

**You are legally bound by this document.
Read it carefully before signing.**

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 15 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment, subject to and to the extent provided by law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations (paragraph 31 (Default by Resident)).

Resident or Residents (all sign below)[illegible]

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

315 Birchrun Drive

Spartanburg, SC 29301

(864) 595-6216

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

11/20/2019

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2).



ANIMAL ADDENDUM

Becomes part of Lease Contract



Date November 20, 2019
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304

(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. SECURITY DEPOSIT. An animal deposit of \$ 0.00 will be charged. We ☒ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract ☒ does, or ☐ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract ☒ includes ☐ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time, non-refundable fee of \$ 0.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaving, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter Box
- Outside, the animal may urinate or defecate *only* in these designated areas: Designated Areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you may be liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage, unless otherwise required by law.

16. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. JOINT AND SEVERAL RESPONSIBILITY Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated November 20, 2019 between Strata Veridian LLC

("We" and/or "we" and/or "us") and Mark Shinn, Johanna Shinn

("You" and/or "you") of Unit No. 445-0304 located at 445 Aspen Creek Drive Apt 0304 (street address) in Spartanburg, SC 29301 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☒ 3rd party billing company if applicable Conservice

b) Sewer service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☒ 3rd party billing company if applicable Conservice

c) Gas service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

d) Trash service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☒ 3rd party billing company if applicable Conservice

e) Electric service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

f) Stormwater service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

g) Cable TV service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

h) Master Antenna service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

i) Internet service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

j) Pest Control service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
☒ If flat rate is selected, the current flat rate is \$ 3.00 per month.
☒ 3rd party billing company if applicable Conservice

k) (Other) _____ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable _____

- 1) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 5 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>20.00</u>	(not to exceed \$ <u>25.00</u>)
Monthly Administrative Billing Fee:	\$ <u>4.99</u>	(not to exceed \$ <u>6.00</u>)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ <u>5.00</u>	(not to exceed \$ <u>10.00</u>)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

If utilities are not in lease holder's name, the move in will not be granted. When lease holders fail to pay utilities or establish an account, a \$50 admin. penalty will be added and the cost of utility usage. Trash is billed on RUBS per unit. The property's provider bills will be divided equally among rentable and occupied units to determine monthly per unit amounts.

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____



BED BUG ADDENDUM

Date: November 20, 2019
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304

Spartanburg (street address) in
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. **INSPECTION.** You agree that you: (Check one)

- ☒ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- ☐ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and:

(Check one)

- ☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION.

- You must promptly notify us:
- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
 - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
 - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

11. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.





MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304
 _____ (street address) in
Spartanburg
 (city), South Carolina, 29301
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
 Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD.

Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED

ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner

with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

- 7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous* surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
- 8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

November 20, 2019



LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek Drive Apt 0304

(street address) in Spartanburg

(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019

Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- you specify the new termination date in the notice, i.e., the date by which you'll move out;
- you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- you are not in default under the Lease Contract on the new termination date (move-out date);
- you move out on or before the new termination date and do not hold over;
- you pay us a buy-out fee (consideration) of \$ 1814.00
- you pay us the amount of any concessions you received when signing the Lease Contract; and
- you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 0 days after you give us

your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ 1814.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Lease Contract

November 20, 2019





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek Drive Apt 0304
(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **NUMBER AND SIZE.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
4. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
5. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **SECURITY DEPOSIT.** An additional security deposit of \$ 150.00 will be charged. We (check one) ☒ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (check one) ☐ does or ☒ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

- 12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.
- 13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Resident or Residents
(All residents must sign here)

[illegible]

Owner or Owner's Representative
(signs here)

Date of Lease Contract
November 20, 2019





COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Strata Veridian LLC

Resident(s): Mark Shinn, Johanna Shinn

Unit No./Address: #445-0304, 445 Aspencreek Drive Apt 0304

Lease Date: 11/20/2019

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable as permitted by law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

• IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ DOES; ☐ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 1 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 15 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII.SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV.WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No grilling allowed on property, except for designated areas.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	





LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304

(street address) in
Spartanburg
(city), South Carolina, 29301 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT.

As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

(Check all that apply)

☐ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ _____. This Concession will be credited to your rent due for the month(s) of: _____

☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$ _____ per month off of the suggested rental rate for your dwelling.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

Resident or Residents
(All residents must sign)

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

☒ Concessions
☒ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT.

The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

6. SPECIAL PROVISIONS.

The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

IF FIELDS ABOVE ARE LEFT BLANK, NO CONCESSION OR DISCOUNT HAS BEEN ADDED TO THE LEASE AT THIS TIME.

Owner or Owner's Representative
(signs here)

Date of Lease Contract

November 20, 2019





LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304
(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. REQUIRED POLICY.

You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of

\$ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in South Carolina. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED.

You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE.

You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. DEFAULT.

Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. MISCELLANEOUS.

Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS.

Residents may choose their own insurance provider or use Pinnacle's preferred company. Please refer to the Additional Special Provisions Addendum for important information regarding required Personal Liability Insurance

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

November 20, 2019





LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304
(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☐ Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.
- ☒ Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ 50.00 non-refundable fee.
- ☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☐ If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☒ If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We may not be liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

Resident or Residents
(All residents must sign here)

[illegible]

Owner or Owner's Representative
(signs here)

Date of Lease Contract

November 20, 2019



LEASE ADDENDUM FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek Drive Apt 0304
(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. INTRUSION ALARM.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) ☐ required or ☒ optional. You are responsible for all false alarm charges for your dwelling.
- 4. PERMIT FROM CITY.** You (check one) ☐ do or ☒ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
- 5. FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions ☐ are attached or ☐ will be provided to you when you move in.
- 6. ALARM COMPANY.** You (check one) ☒ will or ☐ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) ☒ may choose your own alarm company or ☐ are required to use _____ as your alarm company. The alarm system is repaired and maintained by Resident/Alarm Co

Resident or Residents
(All residents must sign here)

- 7. ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

- 8. REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one) ☒ contact your intrusion alarm company immediately for repair or ☐ contact us immediately for repair. The cost of repair will be paid by (check one) ☒ you or ☐ us.

- 9. NO WARRANTY. WE MAKE NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ALARM SYSTEM. ALL GUARANTEES AND WARRANTIES ARE EXPRESSLY DISCLAIMED. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. WE ARE ABSOLUTELY NOT RESPONSIBLE FOR MALFUNCTION OF THE ALARM, UNLESS CAUSED BY OUR NEGLIGENCE OR MISCONDUCT.**

- 10. LIABILITY.** Unless otherwise required by law, we are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

- 11. EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

- 12. ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

- 13. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

If property does not provide pre-installed alarm systems, the resident may choose to utilize a wireless alarm system. Resident is not permitted to drill or cut into wall at any time. Please contact the City office for permit requirements.

Owner or Owner's Representative
(signs here)

Date of Lease Contract

November 20, 2019





RESIDENT PARKING ADDENDUM

Date: November 20, 2019
(when this Addendum is filled out)



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304 445 Aspencreek
Drive Apt 0304
 _____ (street address) in
Spartanburg
 (city), South Carolina, 29301
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

The term of this Parking Addendum is as follows:

Begins on _____, _____, **and**
ending on _____, _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. Subject to applicable laws, you understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s) unless otherwise required by law.
10. Unless otherwise required by law, you understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

- 11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.**
- 12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s), unless otherwise required by law.**

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ 0.00
per vehicle on or before the _____ day of _____.
In alternative
resident agrees to pay \$ 0.00 monthly per vehicle
due on or before the 5th day of the month. If no
amount is filled in parking shall be free for properly registered
and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is 30 days delinquent in paying the required parking fee.

Resident agrees to pay \$ 35.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304
 _____ (street address) in
Spartanburg
 (city), South Carolina, 29301
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
 Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT.

Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

Resident or Residents
 (All residents must sign)

or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION.

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY.

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

No subletting allowed.

Owner or Owner's Representative
 (Signs below)

Date of Signing Addendum





PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek Drive Apt 0304
(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 5 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. To the maximum extent permitted by law, you, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. To the maximum extent permitted by law, you also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. To the maximum extent permitted by law, you also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304 (street address) in
Spartanburg
 (city), South Carolina, 29301
 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
 Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. **Consent For Minor Occupants.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. **CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. **RELEASE OF LIABILITY.** To the extent provided by law, you hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. **REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:


Resident or Residents
(All residents must sign)


Owner or Owner's Representative
(signs below)

Date of Signing Addendum





REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304, 445 Aspencreek
Drive Apt 0304

(street address) in
Spartanburg
(city), South Carolina, 29301
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 20, 2019
Owner's name: Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their dwelling or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their residences, and we have created the policy described in this Addendum to meet that need.

4. PURPOSE OF ADDENDUM. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration

can be completed. Regarding modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

Strata Veridian LLC
by writing or calling:
315 Birchrun Drive, Spartanburg, SC 29301
(864) 595-6216

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





ADDENDUM REGARDING MEDICAL MARIJUANA USE and LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 445-0304 445 Aspencreek
Drive Apt 0304 (street address) in
Spartanburg
(city), South Carolina, 29301 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract dated November 20, 2019
Owner's name Strata Veridian LLC

Residents (list all residents):

Mark Shinn, Johanna Shinn

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Julian's Law, Medical Cannabis Therapeutic Treatment Research Act (2014) permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with the law regarding marijuana use and is, and will continue to be a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his understanding of the terms and conditions as stated above and his or her agreement to comply with those terms and conditions.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum



Lease Indemnification Addendum*

This is an addendum to your Lease Contract for apartment number 445-0304 in the Veridian
Spartanburg (Name of Community/Apartments) in
Spartanburg SC (City/State) (the "Apartment Community") between
Strata Veridian LLC
 ("Owner") and Mark Shinn, Johanna Shinn
 ("Resident").

Indemnity Obligation. You shall indemnify us and hold us harmless for accidental damages to your dwelling or the Apartment Community. ("Indemnity Obligation")

Insurance Requirements. During the Term of the Lease Contract and any subsequent renewal terms, you shall be required to maintain "Qualified Renter Liability Insurance" (as defined below) or to participate in the Community Indemnity Shield program for a monthly fee of \$9.00 (the "Fee"). (Fee is not pro-rated). **You will automatically be enrolled in the Community Indemnity Shield program for \$9 per month, unless and until evidence of Qualified Renter Liability Insurance is received and approved.** Qualified Renter Liability Insurance must be uploaded to the Community Indemnity Shield website through an account established by resident. Once your evidence of Qualified Renter Liability Insurance is received and approved from the insurance company of your choosing listed below that is licensed to do business in this state, charges for the Fees would end, and a pro-rata credit for the balance of the current month would be given. No credits of Fees are issued for any period of time in which Qualified Renters Liability Insurance was not submitted and approved. You will provide additional proof of insurance in the future at our request.

(See Community Indemnity Shield brochure for additional details.)

Benefits of Community Indemnity Shield Program. Residents who elect to stay in the Community Indemnity Shield program are responsible for the first \$200 in damages but will be released financially from their "Indemnity Obligation" set forth above, up to \$100,000, for accidental damage caused by you (the Resident) or your guests that exceeds \$200 and originates from fire, water or smoke. **The Community Indemnity Shield program is NOT insurance and DOES NOT provide insurance coverage or protection for your personal property, personal liability or any other claim or loss made by third parties, including by other residents.**

Qualified Renter Liability Insurance Policy Requirements. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), 1) in a minimum policy coverage amount of \$100,000, from a carrier with an AM Best rating of A-VII or better, licensed to do business in this state; 2) your name(s) (roommates must be listed as additional insured or provide separate policy); 3) Policy start and end dates; 4) Policy number; and 5) The following must be listed on the policy as an "additional interest", "interested party" or "certificate holder"; "Community Indemnity Shield (your Apartment Community name) 4370 La Jolla Village Drive, Suite 960 San Diego, CA 92122 and [NAME OF OWNER, ADDRESS]. The carrier is required to provide notice to us and Community Indemnity Shield, LLC within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. We are not responsible to any resident, guest, or occupant for damage or loss of

personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited / uninvited guests or vandalism unless otherwise required by law. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy which satisfies the Qualified Renter Liability Insurance Policy Requirements set forth above, which requirement may be satisfied by your participation and enrollment in the Community Indemnity Shield program. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements of the Lease Contract and this Addendum, at your sole expense. All residents (including participants in the Community Indemnity Shield Program) are urged to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Default. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

Miscellaneous. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

I acknowledge I have read and understand the information set forth in this form. I also acknowledge and understand the following:

- The Community Indemnity Shield program is NOT insurance and DOES NOT provide insurance coverage or protection for your personal property, personal liability or any other claim or loss made by third parties, including by other residents.
- I am not a co-insured on the Owner's insurance policy. The Owner carries insurance for its own protection.
- You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

Dated and effective as of: 11/20/2019

Resident(s) signature

Resident(s) signature

Owner's Representative signature

The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Role	Signature	Initials	Date Signed
Mark Shinn Email ID: propilot0808@yahoo.com	Resident			
Johanna Shinn Email ID: propilot0808@yahoo.com	Resident			
Jacinta Williams	Manager			



Individual Complaint Form

Date*: 12/22/2021

Complainant or Legal Representative Information:

* Required Fields

Name * F. Elliott Quinn IV

Firm (if applicable) The Steinberg Law Firm, LLP

Mailing Address * P.O. Box 2670

City, State Zip * Summerville SC 29484

Phone *

E-mail equinn@steinberglawfirm.com; mcorrea@steinberglawfirm.com

Name of Utility Involved in Complaint: * Strata Audubon, LLC & Strata Veridian, LLC (see attached Complaint)

Type of Complaint (check appropriate box below.) *

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Billing Error/Adjustments | <input type="checkbox"/> Deposits and Credit Establishment | <input type="checkbox"/> Wrong Rate | <input type="checkbox"/> Refusal to Connect Service |
| <input type="checkbox"/> Disconnection of Service | <input type="checkbox"/> Payment Arrangements | <input type="checkbox"/> Water Quality | <input type="checkbox"/> Line Extension Issue |
| <input type="checkbox"/> Service Issue | <input type="checkbox"/> Meter Issue | | |
| <input checked="" type="checkbox"/> Other (be specific) See attached Complaint | | | |

Have you contacted the Office of Regulatory Staff (ORS)? * ☒ Yes ☐ No

Name of ORS Contact: Andrew Bateman

Concise Statement of Facts/Complaint: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

Relief Requested: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

I UNDERSTAND AND AGREE THAT THE INFORMATION GIVEN ON THIS FORM IS PUBLIC INFORMATION THAT WILL BE PUBLISHED ON THE COMMISSION'S WEBSITE (dms.psc.gov), AND I UNDERSTAND SUCH INFORMATION MAY BE SUBJECT TO PUBLIC SCRUTINY OR FURTHER RELEASE.

Complainant's Signature* (MUST BE SIGNED, DO NOT PRINT)

STATE OF SOUTH CAROLINA)
COUNTY OF Gwinnett)

VERIFICATION

I, Alvaro Sarmiento
Complainant's Name *

verify that I have read my complaint filed on 2-4-22
Date *

and know the contents thereof, and that said contents are true.

Complainant's Signature * (MUST BE SIGNED, DO NOT PRINT)

Internal Use Only

Processed By	Date
H.F.	

Complete Form, Print, Sign and Mail to:
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210



Phone: 803-896-5100

Fax: 803-896-5199

www.psc.sc.gov

Text PSCAGENDAS to 39492

To receive an alert when Meeting Agendas are released

Individual Complaint Form

Date*: 12/22/2021

Complainant or Legal Representative Information:

* Required Fields

Name * F. Elliott Quinn IV

Firm (if applicable) The Steinberg Law Firm, LLP

Mailing Address * P.O. Box 2670

City, State Zip * Summerville SC 29484

Phone *

E-mail equinn@steinberglawfirm.com; mcorrea@steinberglawfirm.com

Name of Utility Involved in Complaint: * Strata Audubon, LLC & Strata Veridian, LLC (see attached Complaint)

Type of Complaint (check appropriate box below.) *

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Billing Error/Adjustments | <input type="checkbox"/> Deposits and Credit Establishment | <input type="checkbox"/> Wrong Rate | <input type="checkbox"/> Refusal to Connect Service |
| <input type="checkbox"/> Disconnection of Service | <input type="checkbox"/> Payment Arrangements | <input type="checkbox"/> Water Quality | <input type="checkbox"/> Line Extension Issue |
| <input type="checkbox"/> Service Issue | <input type="checkbox"/> Meter Issue | | |
| <input checked="" type="checkbox"/> Other (be specific) See attached Complaint | | | |

Have you contacted the Office of Regulatory Staff (ORS)? * ☒ Yes ☐ No

Name of ORS Contact: Andrew Bateman

Concise Statement of Facts/Complaint: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

Relief Requested: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

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Complainant's Signature* (MUST BE SIGNED, DO NOT PRINT)

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

VERIFICATION

I, Mark Shinn
Complainant's Name *

verify that I have read my complaint filed on

Date *

and know the contents thereof, and that said contents are true.

Complainant's Signature * (MUST BE SIGNED, DO NOT PRINT)

Internal Use Only

Processed By	Date
H.E.	

Complete Form, Print, Sign and Mail to:
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210



Phone: 803-896-5119

Fax: 803-896-5119

www.psc.sc.gov

Text PSCAGENDAS to 3949

To receive an alert when Meeting Agendas are released

Individual Complaint Form

Date: 12/22/2021

Complainant or Legal Representative Information:

* Required Fields

Name * F. Elliott Quinn IV

Firm (if applicable) The Steinberg Law Firm, LLP

Mailing Address * P.O. Box 2670

City, State Zip * Summerville SC 29484

Phone *

E-mail equinn@steinberglawfirm.com; mcorrea@steinberglawfirm.com

Name of Utility Involved in Complaint: * Strata Audubon, LLC & Strata Veridian, LLC (see attached Complaint)

Type of Complaint (check appropriate box below.) *

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Billing Error/Adjustments | <input type="checkbox"/> Deposits and Credit Establishment | <input type="checkbox"/> Wrong Rate | <input type="checkbox"/> Refusal to Connect Service |
| <input type="checkbox"/> Disconnection of Service | <input type="checkbox"/> Payment Arrangements | <input type="checkbox"/> Water Quality | <input type="checkbox"/> Line Extension Issue |
| <input type="checkbox"/> Service Issue | <input type="checkbox"/> Meter Issue | | |
| <input checked="" type="checkbox"/> Other (be specific) See attached Complaint | | | |

Have you contacted the Office of Regulatory Staff (ORS)? * ☒ Yes ☐ No

Name of ORS Contact: Andrew Bateman

Concise Statement of Facts/Complaint: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

Relief Requested: * (This section must be completed. Attach additional information to this page if necessary.)

See attached Complaint

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Complainant's Signature * (MUST BE SIGNED, DO NOT PRINT)

STATE OF SOUTH CAROLINA)
COUNTY OF)

VERIFICATION

I, Sarah Zito
Complainant's Name *

verify that I have read my complaint filed on Date *

and know the contents thereof, and that said contents are true.

Sarah Zito
Complainant's Signature * (MUST BE SIGNED, DO NOT PRINT)

Internal Use Only

Processed By	Date
H.E.	

Complete Form, Print, Sign and Mail to:
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210



Phone: 803-896-51

Fax: 803-896-51

www.psc.sc.gov

Text: PSCAGENDAS to 391

To receive an alert with meeting dates and times

Individual Complaint Form

Complainant Name: _____

Phone: _____

Home (if different): _____

Address: _____

City/State/Zip: _____

Company: _____

Complaint Description: Strata Audubon, LLC & Strata Vardian, LLC (see attached Complaint)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Utility Rate Adjustments | <input type="checkbox"/> Deposits and Credit Establishment | <input type="checkbox"/> Worker Injuries | <input type="checkbox"/> Referral to Consumer Services |
| <input type="checkbox"/> Gas, Water, Heat or Sewer | <input type="checkbox"/> Building Management | <input type="checkbox"/> Air Quality | <input type="checkbox"/> Fair Lending Practices |
| <input type="checkbox"/> Rent & Fees | <input type="checkbox"/> Mold/Moisture | | |
| <input type="checkbox"/> Other (specify): _____ | | | |

Signature of Complainant: _____ Andrew Bateman

Signature of Agent: _____

I UNDERSTAND AND AGREE THAT THE INFORMATION GIVEN ON THIS FORM IS PUBLIC INFORMATION THAT WILL BE PUBLISHED ON THE COMMISSION'S WEBSITE (dms.psc.gov), AND I UNDERSTAND SUCH INFORMATION MAY BE SUBJECT TO PUBLIC SCRUTINY OR FURTHER RELEASE.

Signature of Agent: _____

VERIFICATION

Daniel Bermudez

1/31/22

Signature of Agent: _____